

F&J EXPORTS LTD TERMS AND CONDITIONS OF SALE

New, Used and Remanufactured Engines

These Terms and Conditions ("Terms") govern the sale of New, Used and Remanufactured engines ("Engines") by F&J Exports Ltd ("we", "us", "our", "the Company") to any customer ("you", "the Customer", "the Buyer"). By placing an order with us, you agree to be bound by these Terms. Nothing in these Terms affects your statutory rights as a consumer where applicable law grants such rights, and nothing in these Terms is intended to exclude or limit liability that cannot lawfully be excluded or limited.

1. Definitions

1.1 "New Engine" means an engine that has not previously been fitted, run, or used other than for factory testing purposes, and is supplied in original, unmodified condition.

1.2 "Used Engine" means an engine that has previously been fitted to and run in a vehicle or item of plant, removed from that application, and supplied by us in the condition described at the time of sale, without remanufacture or reconditioning of internal components unless expressly stated.

1.3 "Remanufactured Engine" means an engine that has been disassembled, inspected, and had wearing or worn components replaced or reconditioned to a stated standard prior to resale, as described in the sale documentation for that specific engine.

1.4 "Major Parts" means the primary structural and mechanical components of the engine core, including but not limited to the cylinder block, cylinder head(s), crankshaft, camshaft(s), connecting rods, and pistons, but excludes Ancillaries.

1.5 "Ancillaries" means components fitted to or supplied with an engine that are not part of the engine core, including but not limited to turbochargers, injectors, injector pumps, sensors, wiring looms, manifolds, pulleys, belts, hoses, and similar bolt-on or peripheral parts.

1.6 "Contract Value" means the price paid by the Customer to the Company for the Engine under the relevant sale contract, exclusive of any third-party costs such as delivery, labour, or fitting incurred by the Customer.

2. Application and Customer Responsibility for Fitment

2.1 It is the Customer's sole responsibility to ensure that the Engine ordered is correct and fit for the specific vehicle or application in which it is to be installed. Where possible, we will offer advice, based on the information available to us, to assist the Customer in identifying a suitable Engine.

2.2 The Company accepts no responsibility where an Engine supplied is not of the correct type, specification, or model for the Customer's vehicle or application, save where such error arises from our own negligence in fulfilling a clearly specified order.

2.3 Customers are strongly encouraged to inspect physical stock at our yard prior to purchase. Where an on-site inspection is not practicable, we will, on request, provide available information including photographs and any technical data we are able to retrieve from the Engine to assist the Customer's decision.

3. Engine Condition, Testing and Disclaimers

3.1 We do not have facilities to test-run Engines other than where an Engine remains installed in a vehicle. Where available, we may provide video evidence of an Engine running, and/or details of our own testing methods used to assess Engine quality, on request.

3.2 Video or other evidence provided under clause 3.1 confirms that the Engine was observed running and/or turning at the time of recording only, and does not constitute a warranty or representation as to the Engine's overall condition, performance, remaining service life, or fitness for any particular purpose. Customers may request further inspection or information prior to purchase.

3.3 Where we describe an Engine as a "good" Engine, this confirms only that the Engine has been confirmed to turn over (and, where applicable, to run) and does not constitute any further warranty as to condition unless expressly stated in writing.

3.4 It is not possible to determine the detailed internal condition of short or long Engines without removal of the cylinder head(s) and sump. Accordingly, we recommend that Customers purchasing short or long Engines fit new wearing parts as a matter of course, including gaskets, seals, liners, shell bearings, and rings, prior to installation.

3.5 Where an Engine has sustained fire damage, the Customer will be notified of this prior to, or at the point of, sale.

4. Notification of Issues

4.1 The Customer must notify the Company by telephone or email within three (3) days of receiving the Engine (three (3) days from the date of arrival for export Customers) of any significant issue or discrepancy in the quality, condition, or specification of the Engine. Failure to notify us within this period may affect our ability to investigate and resolve the issue, and may be taken into account when determining any remedy under these Terms.

5. Major Parts Warranty — Three (3) Months

5.1 Subject to clause 4 and this clause 5, we provide a warranty covering the Major Parts of the Engine for a period of three (3) months from the date of invoice ("the Warranty Period"). This warranty does not extend to Ancillaries, which are addressed separately at clause 8.

5.2 The Major Parts Warranty covers failure of a Major Part arising from a fault in the Engine core existing at the time of sale, as reasonably determined by the Company. It does not cover damage, wear, or failure arising from: (a) incorrect fitment or installation; (b) failure to fit new wearing parts in accordance with clause 3.4; (c) third-party workmanship, including that of any mechanic instructing or fitting the Engine; (d) misuse, neglect, or failure to maintain the Engine; or (e) normal wear and tear.

5.3 It is at the Company's reasonable discretion to determine, on the balance of the evidence available, whether a claimed fault arises from the Engine core or from a third-party cause such as installation or workmanship. Notwithstanding a determination that no core part fault exists, the Company may, at its discretion, consider a goodwill gesture having regard to the circumstances and the potential for future business with the Customer. Any such goodwill gesture is offered without admission of liability and does not set a precedent for any other or future claim.

6. Warranty Remedy: Order of Resolution

6.1 Where a valid claim is made under the Major Parts Warranty during the Warranty Period, the Company will address the claim in the following order:

(a) Replacement First. We reserve the right to offer a suitable replacement Engine or replacement Major Part(s) from our available stock as the first remedy under this warranty. Where a suitable replacement is offered and accepted, this shall discharge our obligations under the warranty in respect of that claim.

(b) Financial Recompense for Repair. Where no suitable replacement is available within a reasonable time, we may instead offer financial recompense towards the fair and reasonable cost of repairing the Engine, in place of a replacement. Any sum offered under this clause will be assessed by the Company as a fair and just amount having regard to the nature of the fault and the Contract Value, and shall be calculated in accordance with clause 7.

(c) Return for Refund. Where the reasonable cost of repair, as assessed by the Company, exceeds what the Company considers to be economically viable relative to the Contract Value, the Company may instead agree to the Engine being returned for a refund. Any refund will be calculated by reference to the Contract Value and may take into account the condition of the Engine at the time of return and any use or benefit already obtained by the Customer.

6.2 A refund under clause 6.1(c) will only be considered where replacement under clause 6.1(a) is not available and recompense for repair under clause 6.1(b) is not, in the Company's reasonable assessment, an economically viable resolution. The Customer will be kept informed as to which remedy is being progressed and why.

6.3 This clause sets out the order in which the Company will normally seek to resolve a valid warranty claim. Where applicable law grants the Customer additional or different statutory rights or remedies (including, where relevant, a right to choose between repair, replacement, price reduction, or rejection of goods), this clause 6 operates alongside — and does not remove or restrict — those statutory rights.

7. Basis of Calculation for Recompense

7.1 Any financial recompense offered under clause 5.3 or clause 6.1(b) is calculated by reference to the Contract Value between the Customer and F&J Exports Ltd, and not by reference to the retail cost of repair, replacement parts, or labour charged by a third party.

7.2 The Company will assess and offer what it considers, acting reasonably, to be a just and fair value in the circumstances. This assessment is carried out at the discretion of the Company's management, having regard to the Contract Value, the nature of the fault, and the evidence available.

7.3 Where additional labour costs are reasonably incurred by the Customer in fitting a replacement Engine or Major Part under this warranty, the Company may, at its discretion, contribute towards those costs. Any such contribution is calculated by reference to the Company's Contract Value and profit margin on the original sale only, and not by reference to the Customer's actual labour costs incurred.

8. Core Part Exchanges

8.1 Where an Engine develops a significant defect or fault affecting a Major Part, we may, at the Company's discretion, offer an exchange of the affected core part(s) using used parts from our available stock, in place of the remedies set out at clause 6.

9. Ancillaries

9.1 The Major Parts Warranty at clause 5 does not extend to Ancillaries. The Company does not offer exchange or resolve issues relating to Ancillaries supplied with an Engine, save where expressly agreed in writing by a director of the Company.

10. Discussions, Negotiation and Discretion

10.1 Where a Customer has any issue with an Engine purchased from F&J Exports Ltd, we will always allow full discussion and negotiation with our sales team and directors before a final position is reached.

10.2 Save where expressly stated otherwise in these Terms, decisions as to the existence of a fault, the appropriate remedy, and the value of any recompense are made at the discretion of the Company's directors or management, acting reasonably and in good faith.

11. General

11.1 Severability. If any provision of these Terms is held by a court or other competent authority to be invalid or unenforceable in whole or in part, the remaining provisions shall continue in full force and effect.

11.2 Entire Agreement. These Terms, together with any written order confirmation or invoice, constitute the entire agreement between the parties in respect of the sale of the Engine and supersede any prior discussions, representations, or agreements, whether oral or written, save for any fraudulent misrepresentation.

11.3 Variation. No variation of these Terms shall be effective unless agreed in writing by a director of the Company.

11.4 Governing Law. These Terms are governed by and construed in accordance with the law of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

11.5 Consumer Rights. Nothing in these Terms is intended to, or does, exclude or limit any right or remedy which the Customer may have under applicable consumer protection legislation and cannot lawfully be excluded or limited by agreement.